

CREST COMMUNITY ASSOCIATION RENTAL AGREEMENT - (Ver. CCA-JG-3-25-16)

113 North Park Drive, El Cajon, CA 92021

(619) 442-7378 www.thecrestsun.com

Renter/User Name: _____

Mailing Address _____ City _____ Zip Code _____

Phone _____ Alternate Phone (Cell) _____

Email Address: _____ Fax Number: _____

Type of Function _____ Number Attending: _____

Maximum building capacity is 112 people.

Date _____ From: _____ a.m./p.m. until _____ a.m./p.m. _____ Total hours*

<p>Friday through Sunday (first 6 hours)</p> <p>Each additional hour is \$20 (Set up and clean up time are not part of the event hours and there is no charge for that time)</p> <p>CCA Member Discount (Must have active membership prior to rental request)</p>	<p>\$250</p> <p>_____ Additional hour(s)</p> <p>- \$ 50</p>	<p>\$ _____</p> <p>\$ _____</p> <p>Deduct \$_(_____)_</p>
<p>Weekday Rental Monday-Thursday (first 4 hours)</p> <p>*No discount for weekday rentals*</p> <p>Each additional hour is \$15</p>	<p>\$100</p> <p>_____ Additional hour(s)</p>	<p>\$ _____</p> <p>\$ _____</p>
<p>\$200 Security Deposit - will not be cashed unless there are charges to be deducted. Security check will be returned or destroyed (renter's choice) after inspection of clubhouse.</p>		
<p>\$50 Non-refundable Cleaning \$50</p> <p>Renters remain responsible for removal of all decorations, trash/replace liners, removal of kitchen debris and leftovers, return of tables, chairs and clubhouse furnishings to original position.</p> <p>*Cleaning service is responsible of mopping floors, scouring bathrooms and kitchen.</p> <p>**See last page for itemized additional cleaning fees charged for non-compliance.**</p> <p>Total Rental Fees \$ _____</p> <p>(The rent and cleaning fee is due 10 days before the event).</p>		
<p>***PLEASE READ SECTION I "INSURANCE REQUIREMENTS" CAREFULLY***</p>		

I. Insurance requirement for Clubhouse Rental:

Insurance Requirements – Renter must provide evidence that there is, during Hours of Use, in full force and effect, liability insurance in the amount of \$1,000,000, naming Crest Community Association as additional insured. There are several ways to obtain the required insurance:

1. You may contact your own homeowner's insurance agent and request this rider for your event. Depending on your coverage, they may give it to you for free, provide it for an additional charge, or may not cover it and ask you to obtain the insurance from a special event insurance company.
2. There are several online insurance companies that provide this service. Depending on the event, and whether or not you are serving alcohol, the cost typically starts around \$100 for an event.

II. Conditions

A. The rental fee includes the use of the tables, chairs, coffee maker, stove and refrigerator located within the building. Only that furniture and those objects specifically designated within the premises shall be used by the renter. The renter is free to bring in items as long as they are removed at the conclusion of the rental period and do not cause damage to the premises.

Renter's Initials _____ Date _____

B. A non-refundable cleaning fee is required at the time that the rental agreement is signed. The Association reserves the right to increase the cleaning fee for excessive cleaning requirements @ the rate of \$35.00 per hour if necessary to return the facility to the original condition prior to the event as per the opinion of the Association as shown on the rental checklist below. NOTE: Final payment is due two weeks before the event.

Renter's Initials _____ Date _____

C. A fee shall be required at the time that the rental agreement is signed and shall be returned to the renter, in the judgment of the Association or the designated representative thereof, the premises have been so restored and any damages either repaired or fair compensation received. The Association reserves the right to retain the security deposit or any portion thereof when, in the opinion of the Association, damage has been sustained to the premises or they have not been adequately restored to their original condition as shown on the rental checklist below.

Renter's Initials _____ Date _____

D. **Bad Checks:** Renter further agrees to pay a service charge of **\$35** to cover the bank charges incurred, regardless of the cause. **Keys:** If keys are lost, renter will be charged cost to cover replacement. If the building needs to be rekeyed, the cost will be passed on to renter.

E. Caterers must be licensed, insured and bonded. Renter must provide this information to the Rental Chairperson prior to the Event. Caterers must furnish proof of liability insurance in the amount of (\$1,000,000), naming Crest Community Association (Crest Civic Group) as an additional insured

Caterer's Name and Phone _____

Renter's Initials _____ Date _____

F. **The Event must end no later than 10:00 p.m. with all music and activities concluded.** Due to the residential area, noise volume must comply with the San Diego County Code Noise Ordinance, which specifies sound limits. No speakers (amplified music) can be placed on the patio or facing outside the Clubhouse entrances.

- G. All Fire Ordinances must be obeyed at all times. No smoking is allowed inside the clubhouse. Do not block any exits. No Tiki torches allowed on premises.
- H. The renter has sole responsibility to obtain the appropriate permits and insurance for the use of the alcoholic beverages from the Alcohol Beverage Control. License must be attached to this agreement prior to the date of the Event. No Party License will be required provided the following conditions are fulfilled:
 - a. No money is charged for the event, food, or beverages.
 - b. The event is by invitation only.
- I. Keg Beer must be kept on the back patio. Keg beer is not allowed in the Clubhouse. No drinking games or drinking apparatus are allowed on the premises. No minors shall be served alcohol or allowed to consume alcoholic beverages on the premises.
- J. Decorations must comply with San Miguel Fire Ordinances and must not be fastened or taped to the walls, draperies, blinds, or floors. Renter may not apply compounds of any kind, including wax, to the floor. No open flames are permitted. No confetti, birdseed, or rice, may be used at any time. Battery operated candles are acceptable.
- K. Any damage to the Crest Community Clubhouse and/or its property shall be the direct responsibility of the Renter. This includes any damage caused by any service hired by the Renter. Renter shall leave the premises, equipment, and furnishings of Owner in as good condition and repair as received in a clean, neat, and orderly condition.
- L. The Clubhouse kitchen facilities may only be used for warming, refrigerating, and serving food. Renter must provide their own ice, containers, plates, eating utensils, and linens.
- M. No equipment is to be taken off the premises.
- N. The Clubhouse must be properly lighted at all times.
- O. All property belonging to the Renter must be removed from the premises immediately following the conclusion of the Event, unless other mutually acceptable arrangements have been made with the Rental Chairperson prior to the Event. Removal of any Renter property must not violate the city's Noise Ordinance.
- P. Cleanup and proper disposal of litter and debris generated by the Renter is the Renter's responsibility. Renter must empty all trash containers and place trash in the back area. CCA is responsible for trash disposal from there on regular trash collection days. Caterers are responsible for removal of excess catering refuse from the premises. **Renter may not dispose of refuse in Nancy Jane Park.**
- Q. This agreement covers only the Clubhouse and patio area. The grass area across from the Clubhouse is part of the Nancy Jane Park and any use of that property must comply with the San Diego Park and Recreation. Nancy Jane Park is an alcohol free area.
- R. Any conditions not mentioned in this agreement must be arranged through the Rental Chairperson of the Crest Community Association.
- S. Crest Community Association has the right to terminate the Event in case of excessive noise, overcrowding, or any other potentially dangerous situation.

Renters Initials for items F-S _____ Date _____

S. Cancellation of the event mentioned shall be agreed on as:
Full rental fees and deposit returned if cancelled before 20 days of event.
Full rental fees and 1/2 deposit returned if cancelled between 20 & 7 days of event.
Full rental fees and deposit charged if cancelled within seven days of event.
Renters Initials _____ Date _____

T. The rent and cleaning fee is due 10 days before the event.
Renters Initials _____ Date _____

The undersigned agrees to abide by the following stipulation in renting the premises of the Crest Civic Group, Inc/La Crest Women’s Club/Crest Community Association (hereinafter referred to as the Association), Located in the (County of San Diego), Community of Crest at 113 N. Park Drive, El Cajon, CA 92021. This rental contract is made between the Crest Community Association and the Renter named below. **There are no oral agreements or understandings.**

Applicant has received, reviewed and fully understands the Policies and Regulations for the use of the Facility. I hereby release, waive, discharge and covenant not to sue Crest Community Association (Crest Civic Group, Inc/La Cresta Women’s Club), its officers, and volunteers from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage, or injury, including death, that may be sustained by me or invited guests while participating on the premises. I voluntarily assume full responsibility for any property damage or personal injury, including death.

Applicant has inspected the CCA property or premises proposed for use and has determined the renter and any and all persons attending at the premises and grounds shall hold harmless the Association and its members for any liability resulting from the use or occupation of the premises by the renter during the rental period.

Renter’s Signature

Date

Crest Community Association Authorized Signature / Title

Date

AFTER EVENT CHECK LIST REMINDERS

The following must be completed prior to returning clubhouse keys. Any item not completed will result in an addition charge of \$35.00 per hour as required to return the clubhouse to proper condition.

THE RENTER MUST BE IN ATTENDANCE THE ENTIRE TIME THE CLUBHOUSE IS BEING USED.

Additional cleaning Fee charged for non-compliance

1. All tables and chairs wiped off.
2. All tables and chairs to be returned to storage areas, all furniture taken outside returned to the inside of the clubhouse.
3. Trash cans emptied in appropriate outside trash cans. Replace trash can liners (liners provided by CCA and located in kitchen).
4. Porches and patios swept and hosed off if necessary.
5. Area around clubhouse cleaned.
6. Furniture in proper arrangement (if applicable.)
7. STOVE AND OVEN TURNED OFF (\$20.00)
8. AIR CONDITIONER AND HEATER TURNED OFF \$50.00
9. All doors and windows closed and door locked and fence locked.
10. Dump ice in the sink or in the garden area (not on grass)
11. Notify the PERSON IN CHARGE if you have rental tables and chairs that won't be picked up before 9:00 a.m. the following day.

TACKS, NAILS, OR OTHER HANGERS INCLUDING TAPES, ARE NOT TO BE AFFIXED TO ANY WALLS INSIDE OR OUTSIDE OF THE BUILDING.

Additional clean up required by the CCA will result in an additional be charge @ \$35.00 per hour.

I have read and received a copy of the rules and regulations check list for the clubhouse and understand my responsibilities.

Signature of Renter: _____

Authorized renter Date.

Date: _____